



STATEMENT OF LEGAL GUARDIANSHIP (JOINT CUSTODY) FOR MINOR MEMBERS OF ALCOR

**7895 East Acoma Drive, Suite 110
Scottsdale, AZ 85260-6916**

This is an agreement by and between **GUARDIAN NAME** and **GUARDIAN NAME** (Guardians), now residing at **GUARDIANS' ADDRESS** and the Alcor Life Extension Foundation (Alcor), a not-for-profit corporation, registered with the Internal Revenue Service as a tax-exempt, 501(c)(3), scientific organization, having its principal office and place of business at 7895 East Acoma Drive, Suite 110, Scottsdale, AZ, USA, 85260. This agreement is understood to be entered into by the interested parties on the behalf of **MINOR'S NAME** (Member), for whom Guardians currently retain joint guardianship rights. The purpose of the Statement of Legal Guardianship (Statement) is to identify any and all legal guardians of Member.

Guardians have chosen to arrange for a Cryopreservation Procedure with Alcor for Member, an individual under the age of 18 years who has not been legally emancipated from the control of Guardians, upon the pronouncement of Member's legal death. Member may be Guardians' birth child or other familial or legal relationship. In order to protect all interested parties to this Statement, the signatures of *all* legal guardians who have joint legal custody and joint physical custody of Member must appear on this Statement prior to Member becoming an Alcor Cryopreservation Member. **The absence of any legal guardian's signature on this Statement may significantly impede the cryopreservation procedure with the outcome being delays or cancellation of the cryopreservation in the event of Member's legal death.**

Sole legal custody means the condition under which one person has legal custody of an individual who is a minor. **Joint legal custody** means the condition under which parent(s) and/or court appointed legal guardian(s) share legal custody and no parent or guardian has superior rights, except with respect to specified decisions as set forth by a court of law or the parents or guardians in a final judgement or court order. **Joint physical custody** means the condition under which the physical residence of the minor is or is not shared by the parent(s) and/or court appointed legal guardian(s).

No parent or former legal guardian who has been granted visitation only by a court of law shall sign this Statement. **Visitation** is defined as the condition under which a parent or other adult has the right to have a child physically placed with them and the right and responsibility to make, during that placement only, routine daily decisions regarding the child's care consistent with the major decisions made by a person having sole legal custody.

No parent, stepparent, grandparent, or other adult who may be delivering legitimate care to Member, but otherwise has no legal custody rights to Member, shall sign this Statement.

This Statement shall be signed in the presence of a Certified Notary Public. By signing this Statement, Guardians agree to the following terms and understand the meaning of the following terms:

1. Guardians expressly state that they have joint physical and legal custody of Member.
2. Guardians agree to provide Alcor with a certified copy of Member's birth certificate prior to Member becoming an Alcor Cryopreservation Member.
3. If the biological parents no longer retain guardianship due to divorce or other court decree, Guardians also agree to provide Alcor with a certified court document stating that they have retained joint physical and legal custody of Member prior to Member becoming an Alcor Cryopreservation Member.
4. Guardians give express consent to allow Alcor to place Member into cryopreservation upon the legal declaration of Member's death.
5. Guardians agree to provide Alcor with written notice of any court ordered custody change affecting Member no later than 30 days from the date of the judgement of any legally modified custody decree. This is applicable to child custody issues surrounding divorce or legal guardianship, cases of foster care, legal adoption, judicial separation, death of a legal guardian, emancipation, or any other circumstance or context resulting in a change of the legal guardianship of Member. Guardians' failure to provide this notice to Alcor could result in the cancellation of Member's Alcor Cryopreservation Membership or halt the cryopreservation procedure.

Alcor accepts no legal responsibility or liability for performing a cryopreservation on Member at any time the legal custody or guardianship of Member or the Member's human remains is challenged or altered in any manner, with or without notice to Alcor. Guardians agree to make every reasonable effort to ensure the preservation of Member's remains to the best of Alcor's ability while Member's remains are in a non-cryopreserved state if custody of Member's remains is challenged and that Guardians will be financially liable for this effort. Guardians agree that financial arrangements for this type of service will be negotiated and paid for in advance by Guardians.

6. Guardians agree that the invalidity of any signed portion of this Statement shall void the entire membership process of the Member upon Alcor's confirmation of the invalidity. If Member's membership is active, Member's cryopreservation membership will be canceled upon Alcor's confirmation of the invalidity.
7. Guardians understand that any modification or waiver of the Statement can only be made in writing and signed by Alcor and Guardians.
8. Guardians agree that the term of this Statement shall be for the duration of the existence of Member's Cryopreservation Agreement, until Member reaches the age of majority (18 years), or upon the legal death of Member, whichever occurs first.
9. Guardians agree that Alcor may or may not be able to perform the cryopreservation procedure on Member in the face of a custodial challenge of Member's human remains by a non-custodial parent or other adult in regard to posthumous services provided to Member by Alcor. Guardians further agree that Alcor shall not be liable or responsible in any manner for legal costs that may be incurred if a challenge for the custody of Member's remains arises at any time before, during, or after Member has become a member of Alcor, or at any time after a cryopreservation procedure has been performed upon Member.

10. Guardians agree that Alcor is not and cannot act as legal counsel for Guardians or advisor on legal issues or matters that may arise from this Statement. Therefore, Guardians agree to seek outside legal counsel if Guardians have legal questions or issues regarding this Statement, at the expense of Guardians, and at no expense to Alcor at any time.

11. Guardians agree that Member cannot become eligible for an Alcor Cryopreservation Membership or procedure if this Statement is not completed, understood, and signed by Member's joint legal guardians.

12. Guardians agree that by signing this Statement they are also accepting the terms of the Cryopreservation Agreement on Member's behalf.

Our signatures below confirms that we have read, understood, and consented to all of the foregoing provisions in this Statement. Additionally, we are fully aware of and accept the risks and limitations explained in this Statement.

Signature of Guardian

Signature of Guardian

_____\ ____\ 20____
Month Day Year

_____\ ____\ 20____
Month Day Year

_____(a.m./p.m.)
Time

_____(a.m./p.m.)
Time

WITNESSES SIGNATURES

Two (2) witnesses are required to sign in the presence of each other, Guardians (separate documents may be signed by different guardians), and a Notary Public. At the time of signing, witnesses must not be officers, directors, or agents of Alcor. The witnessing Notary Public must then notarize this document on the final page.

We, the undersigned witnesses, sign our names to this STATEMENT OF LEGAL GUARDIANSHIP (JOINT CUSTODY) FOR MINOR MEMBERS OF ALCOR, for the Member known as **MINOR'S NAME** being first duly sworn, and declare to the undersigned authority that Guardians sign and execute this instrument as his/her Last Will and Testament regarding Member's human remains, and that Guardians signed this document willingly, and that to the best of our knowledge, Guardians are over the age of majority, of sound mind and memory, and under no constraint or undue influence. We further affirm that we are not officers, directors, or agents of Alcor.

WITNESSED ON (MM\DD\YY) _____ \ _____ \ 20____ TIME _____ (a.m./p.m.)

1. Signature: _____

Printed Name: _____

Social Security # (optional): _____

Address: _____

City, State, Zip: _____

2. Signature: _____

Printed Name: _____

Social Security # (optional): _____

Address: _____

City, State, Zip: _____

PLEASE READ ALL INSTRUCTIONS PRIOR TO COMPLETION.

- 1. All blanks must be correctly completed by a notary public and notarial seal provided before this document can be approved.**
- 2. The date of commission expiration must be written, even if the seal indicates this information.**
- 3. Notarial seals which require the date of commission expiration to be handwritten will not be accepted.**
- 4. The notary cannot be a witness.**

STATE OF _____) My commission expires:
) ss _____
County of _____) _____

This STATEMENT OF LEGAL GUARDIANSHIP (JOINT CUSTODY) FOR MINOR MEMBERS

OF ALCOR, for the Minor known as _____ has been SUBSCRIBED,
MEMBER NAME

SWORN TO and ACKNOWLEDGED before me by _____ and
GUARDIAN NAME

_____, the Joint Guardians of Member, and subscribed and sworn to
GUARDIAN NAME

before me by _____ and _____, the
WITNESS NAME WITNESS NAME

witnesses, on (MM\DD\YY) _____ \ _____ \ 20_____.

SIGNATURE OF NOTARY PUBLIC SEAL HERE